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13 **IN THE UNITED STATES DISTRICT COURT**  
14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
15 **SAN FRANCISCO DIVISION**

17 HÄSTENS SÄNGAR AB,

18 Plaintiff/Counter-Defendant,

19 v.

20 E.S. KLUFT & COMPANY, INC., a  
21 Delaware Corporation; and  
22 KLUFT IPCO, LLC, a Delaware Limited  
23 Liability Company,

24 Defendants/Counterclaimants.

24 AND RELATED COUNTERCLAIM

Case No.: 3:17-cv-01772-JD

**STIPULATION AND ~~[PROPOSED]~~**  
**ORDER OF DISMISSAL WITHOUT**  
**PREJUDICE**

Hon. James Donato  
United States District Court Judge

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, and in accordance with a settlement reached by and between the Parties to the above-entitled action, which is reflected in a confidential written settlement agreement, Plaintiff and Counter-Defendant Hästens Sängar AB and Defendants and Counterclaimants E.S. Kluft & Company, Inc. and Kluft IPCO, LLC (the "Parties"), by and through their respective counsel of record, hereby stipulate and agree that the above-entitled action shall be, and hereby is, DISMISSED WITHOUT PREJUDICE in its entirety, including the Counterclaim. Each of the Parties shall bear its own attorneys' fees and costs.

The Court shall retain jurisdiction to enforce the Parties' settlement.

**IT IS SO STIPULATED.**

Respectfully submitted,

Dated: December 4, 2017

NIXON PEABODY LLP

/s/ Robert A. Weikert

Robert A. Weikert  
Attorneys for Plaintiff and Counter-Defendant  
Hästens Sängar AB

GREENBERG TRAURIG, LLP

Dated: December 4, 2017

/s/ Nicholas A. Brown

Nicholas A. Brown, Esq.  
Attorneys for Defendants and Counterclaimants  
E.S. Kluft & Company, Inc. and  
Kluft IPCO, LLC

**SIGNATURE ATTESTATION**

Pursuant to Civ. L.R. 5-1(i), I hereby attest that all other signatories listed, and on whose behalf the filing is submitted, concur in this document's content and have authorized the filing of this document with the use of their electronic signature.

DATED: December 4, 2017

NIXON PEABODY LLP

/s/ Robert A. Weikert

Robert A. Weikert  
Attorneys for Plaintiff  
Hästens Sängar AB

**ORDER**

Plaintiff and Counter-Defendant Hästens Sängar AB and Defendants and Counterclaimants E.S. Kluft & Company, Inc. and Kluft IPCO, LLC, being all of the parties of record in this action, having reached a settlement which is reflected in a confidential written settlement agreement, and having stipulated by and through their respective counsel of record, and the Court having accepted the stipulation of the parties,

IT IS HEREBY ORDERED that the above-entitled action shall be, and hereby is, DISMISSED WITHOUT PREJUDICE in its entirety, including the Counterclaim.

IT IS FURTHER ORDERED that each of the parties shall bear its own attorneys' fees and costs, and that the Court shall retain jurisdiction to enforce the settlement.

IT IS SO ORDERED.

Dated: December 7 2017

